



**HOUSING AUTHORITY  
of the County of Los Angeles**

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Gloria Molina  
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Don Knabe  
Michael D. Antonovich  
Commissioners

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**Carlos Jackson**  
*Executive Director*

August 5, 2003

Honorable Board of Commissioners  
Housing Authority of the  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**AMENDMENT NO. 4 TO ARCHITECTURAL AND ENGINEERING CONTRACT TO  
DEVELOP A COMMUNITY BUILDING AND CHILD CARE FACILITY AT HARBOR  
HILLS HOUSING DEVELOPMENT IN THE CITY OF LOMITA (4)  
(3 Vote)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Executive Director to execute Amendment No. 4 to the Architectural and Engineering Services Contract with The Albert Group, presented in substantially final form, and all related documents, to increase the contract amount by \$105,181, from \$157,994 to \$263,175, to prepare additional plans and studies for development of a community building and childcare facility at the Harbor Hills housing development located at 26607 South Western Avenue, in the City of Lomita, to be effective following approval as to form by County Counsel and execution by all parties.
2. Authorize the Executive Director to use Capital Fund Program (CFP) funds, allocated by the U.S. Department of Housing and Urban Development (HUD), for the purposes described above.
3. Authorize the Executive Director to execute future amendments to the Architectural and Engineering Services Contract to provide for unforeseen project costs, and to use for this purpose up to \$37,112 in additional CFP funds, thereby increasing the total contingency amount from \$28,681 to \$65,793.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to amend the Architectural and Engineering Services Contract with The Albert Group to provide additional plans and studies, which will meet conditions of the City of Lomita to complete development of a community building and childcare facility at Harbor Hills.

**FISCAL IMPACT/FINANCING:**

There is no impact on the County general fund. CFP funds will be used to increase the Architectural and Engineering Services Contract by \$105,181, from \$157,994 to \$263,175, and the related contingency by \$37,112, from \$28,681 to \$65,793. The increase in the contingency amount reflects a set aside of 25 percent of the total contract amount, which is the standard amount for contracts involving projects of similar size and scope.

**FACTS AND PROVISIONS /LEGAL REQUIREMENTS:**

In July 1994, your Board authorized the Housing Authority to submit Comprehensive Grant Program and Capital Fund Program applications to HUD to provide funding for the modernization of all of its public housing sites. HUD subsequently approved the applications, which included funding for architectural and engineering services to prepare design and construction documents for a new community building and childcare facility, and the renovation of 301 units at Harbor Hills.

On September 29, 1998, your Board approved award of the subject contract to The Albert Group to provide architectural and engineering services to complete the HUD-approved work at Harbor Hills. The renovation work and new construction was to be completed in two phases, over a two-year period. The contract was subsequently amended to include additional scope and mandated provisions.

Phase I of the project included the following renovations: conversion of 15 apartments to meet disabled accessibility standards; replacement of exterior doors, windows and gas lines; abatement of lead-based paint; and related improvements. The Albert Group provided design and other services for this phase of the project, which was completed in May 2002.

Phase II of the project includes construction of the community building and childcare facility, including a reception area, classrooms, indoor basketball gym, offices and storage space. The Albert Group has provided services for this phase of the project, which did not begin until October 2002, due to issues related to the planning approval process. These issues have been resolved with the City of Lomita, contingent upon the

Housing Authority satisfying requirements within the City's Conditions of Approval document, which primarily affects the project exterior. Construction is currently in progress, and it is anticipated that the project will be completed by December 23, 2003.

In order to proceed with the project and satisfy the City's requirements, it is necessary to execute Amendment No. 4 to the Architectural and Engineering Services Contract. This will incorporate preparation of construction drawings for the following additional work: a cribwall retaining system surrounding the parking area and driveways; an access road to a nearby electrical transformer; structural calculations to support retaining wall integrity; and other work related to the project exterior.

The attached Amendment is being presented in substantially final form. It will be effective following approval as to form by County Counsel and execution by all parties.

On July 23, 2003, the Housing Commission recommended approval of the Amendment.

**ENVIRONMENTAL DOCUMENTATION:**

On January 15, 1998, HUD issued a finding that the proposed project was excluded from the need to prepare an Environmental Impact Statement or an Environmental Assessment under the provisions of National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulation Part 50.17 C, because the project does not have the potential for causing a significant effect on the environment.

On August 19, 2002, the City of Lomita, acting as lead agency, adopted a resolution finding that the project, with required mitigation, is categorically exempt from California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines Article 19, Section 15332, because the project is: an in-fill development on a site of less than five acres; is consistent with the City of Lomita's General Plan and zoning ordinances; has no value as habitat for endangered, rare or threatened species; will not result in significant traffic, noise, air or water quality impacts; and can be adequately served by all required public utilities and services.

Amendment No. 4 to the Architectural and Engineering Services Contract does not change the project scope and, therefore, does not alter HUD's previous findings pursuant to NEPA. The Amendment is needed to meet the conditions of approval required by the City of Lomita, and to support its finding pursuant to CEQA that the project does not have the potential for causing a significant effect on the environment.

The environmental review record for this project is available for viewing by the public during regular business hours at the Housing Authority's main office located at 2 Coral Circle, Monterey Park.

Honorable Board Of Commissioners  
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**IMPACT ON CURRENT PROJECT:**

The community building and childcare facility will fully comply with the City of Lomita project requirements, offer new services to residents, and improve the safety for the residents of the Harbor Hills housing development.

Respectfully submitted,

CARLOS JACKSON  
Executive Director

Attachment: 1

**HOUSING AUTHORITY  
COUNTY OF LOS ANGELES**

**CONTRACT FOR COMPREHENSIVE GRANT PROGRAM (CGP)  
ARCHITECT-ENGINEER (A/E) SERVICES  
FOR THE HARBOR HILLS HOUSING DEVELOPMENT  
SITE AND STRUCTURES IMPROVEMENT PROJECT**

**Amendment No. 4**

THIS AMENDMENT TO CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_, 2003, by and between the Housing Authority of the County of Los Angeles, hereinafter called the "Authority" and The Albert Group, hereinafter called the "Consultant" and referred to collectively as "the Parties."

WITNESSETH THAT:

WHEREAS, the Authority and the Consultant entered into a Professional Services Contract (Contract) on October 19, 1998, for the provision of architectural and engineering services for development of the community building and childcare facility and rehabilitation to the Harbor Hills housing development at 26607 South Western Avenue, Lomita, California; and

WHEREAS, Amendments No. 1, 2 and 3 to the Contract were executed by the Parties on July 17, 2000, April 11, 2001, and November 29, 2001 respectively, to provide for additional scope and mandated provisions for the project; and

WHEREAS, it now becomes necessary to amend said Contract a fourth time and both parties are desirous of such amendment.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree that said Contract be amended as follows:

**Section A, Article 2.0 COMPENSATION, Paragraph 2.1 Contract Type and Payment-Firm Fixed Price, is hereby amended as follows:**

Compensation for additional services shall be a fixed fee of One Hundred and Five Thousand, One Hundred and Eighty-One Dollars (\$105,181.00) for a new maximum price, inclusive of all costs and expenses, of Two Hundred and Sixty Three Thousand One Hundred and Seventy-Five Dollars (\$263,175.00). Payments for additional services under this Amendment No. 4 will be made as services under the original Contract are completed and at the following amended percentages:

<u>Service</u>	<u>Calendar Days</u>	<u>Percent of Total</u>	<u>Invoice Maximum Amount of Fee</u>
Design Development and Construction Documents Phase	<u>150 (Estimated)</u>	75	\$197,381.25
Contract Award Phase (Bidding Award)	<u>Completed</u>	N/A	\$7,170.30
Construction Completion Phase	<u>300</u>	100	\$58,623.45

Consultant shall have no claim against the Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Contract. Should Consultant receive any such payment, it shall immediately notify the Authority and shall immediately repay all such funds to the Authority. Payment by the Authority for services rendered after expiration/termination of this Contract shall not constitute a waiver of the Authority's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Contract.

**Section B, Part One "CONSTRUCT NEW COMMUNITY BUILDING AND CHILDCARE FACILITY", Paragraphs 3-9, are hereby added to the Contract as follows:**

3. Architect and his subconsultants shall prepare construction drawings for a cribwall retaining system to surround parking and driveways. Architect and his subconsultants shall obtain Los Angeles Department of Public Works (LADPW) approval for the modification.
4. Architect and his subconsultants shall prepare construction drawings for an access road, drive approach and parking from Western Avenue to Edison electrical transformer located Southeast of the Community Center building.
5. Architect and his subconsultants shall obtain LADPW approval of the construction design and City of Lomita Planning Director approval for the modifications to parking, lighting and landscaping.
6. Architect and his subconsultants shall prepare structural calculations to support masonry retaining wall integrity to the satisfaction of and obtain approval from LADPW.
7. Architect and his subconsultants shall prepare construction drawings to change the currently designed keystone retaining wall system to a conventional masonry retaining wall system. Architect and his subconsultants shall obtain LADPW approval for the modification.
8. Architect and his subconsultants shall prepare construction drawings relocating the parking layout to a single driveway without reducing the

- number of stalls as approved by City of Lomita Planning Authority.
9. Architect and his subconsultants shall obtain LADPW approval of the modifications to parking, lighting and landscaping.

**Section C, “A & E CONTRACT CLAUSES A/E’s BASIC SERVICES”, Article 1.22, Paragraphs Q and R are hereby added to the Contract as follows:**

- Q. Consultant shall subcontract to provide LADPW-approved deputy inspection for concrete testing, masonry inspections and structural steel observation required by LADPW because of added scope to the project.
- R. Consultant and his subconsultants shall provide peer reviews of proposed civil engineering strategies as requested by the Authority to determine best value in construction.

**Section C, “A & E CONTRACT CLAUSES A/E’s BASIC SERVICES”, Article 9, is hereby amended to include this additional Contract clause as follows:**

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached hereto and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

The Consultant acknowledges that the Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Authority’s policy to encourage all Authority Consultants to voluntarily post the Authority’s “Safely Surrendered Baby Law” poster in a prominent position at the Consultant’s place of business. The Consultant will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Consultant with the poster to be used.

All other terms and provisions of the Contract, as previously amended, shall apply and remain in full force and effect.

END OF SECTION

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to the Contract to be signed by their duly authorized officers.

HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES

THE ALBERT GROUP

By \_\_\_\_\_  
CARLOS JACKSON  
Executive Director

By \_\_\_\_\_  
STEPHEN ALBERT  
Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to program:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Maria Badrakhan,  
Director/Contracting Officer,  
Housing Management Division

Date: \_\_\_\_\_

Date: \_\_\_\_\_

END OF SECTION



# **No shame.**

# **No blame.**

# **No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*